

Contract no. 1272

T.

A G R E E M E N T

Between

LIVINGSTON BOARD OF EDUCATION

and

LIVINGSTON CUSTODIAL ASSOCIATION

For the Period

July 1, 1991 through June 30, 1993

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PREAMBLE

THIS AGREEMENT is made and entered into this 10th
day of February, Nineteen Hundred and Ninety-two (1992)
BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON
ESSEX COUNTY, NEW JERSEY, hereafter the "Board";
AND THE LIVINGSTON CUSTODIAL ASSOCIATION,
hereafter the "Association";

WHEREAS, pursuant to the requirements of the New Jersey
Employer/Employee Relations Act, agreements reached between public
employers and the majority representative of an appropriate employee
unit shall be embodied in writing, signed by the authorized representatives
and filed with the New Jersey Public Employment Relations Commission;
and

WHEREAS, certain agreements have been reached between the
Board and the Association, the said Association being the recognized
majority representative of the unit of the Board's employees, consisting
of all the regularly employed contractual custodial and maintenance staff
of the school district whether under contract or on leave, employed by
the Board, except for the following: Supervisor of Buildings and
Grounds, Assistant Supervisor of Buildings and Grounds, and Maintenance
Foremen. (Unless otherwise indicated, as used herein the term "employee"
shall refer to all employees covered in the described unit as above defined.)
In all cases where a masculine pronoun or adjective appears, the reference
should be to either masculine or feminine.

NOW THEREFORE, it is mutually agreed between the Board
and the Association as follows:

ARTICLE I: NEGOTIATION OF SUCCESSOR AGREEMENT

- I. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other at least three days prior to any meeting pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all Employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.
- II. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II: ASSOCIATION RIGHTS AND PRIVILEGES

I. USE OF BUILDINGS

The Association and its representatives shall have the privilege of using prescribed areas of school buildings and equipment at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the Superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties as employees of the Board.

II. USE OF MAIL BOXES /INTER-SCHOOL MAIL

The Association shall have reasonable use of school mail boxes/inter-school mail without prior restraint for purposes of keeping its membership informed of Association activities.

III. NOTICE OF VACANCY AND PROMOTIONS

The Association President will be notified, in writing, by the Superintendent or his/her designee of all vacancies, promotional openings, and newly created positions that occur in the professional staff along with any qualifications and/or job descriptions that have been written for the position. Each member of the unit will receive a copy of such notice. The Association President will also be notified when and by whom the position is filled.

IV. REPRODUCING THE AGREEMENT

The Board agrees to pay the cost of reproducing the final agreement. The Board will distribute 60 copies of the agreement to the Association president.

ARTICLE III: SALARIES

MAINTENANCE SALARY GUIDE

	<u>1991-92</u>	<u>1992-93</u>
1	25,805	27,310
2	26,305	27,810
3	26,805	28,310
4	27,305	28,810
5	27,905	29,310
6	28,905	30,310
7	30,280	31,810
8	32,005	33,610

The holder of an Electrical Contractor's License shall receive additional compensation at the rate of \$3.00 per hour for the performance of electrical work which is by definition not an ordinary repair. Ordinary repairs shall be defined as, but are not limited to, the following:

1. The replacement of any receptacle, switch, or lighting fixture rated at 20 amps or less and operating at less than 150 volts to ground with a like or similar item.
2. Repairs to any installed electrically operated equipment such as doorbells, communication systems, elevators and any motor operated device.

The interpretation of the definition of ordinary repairs shall be made by the Assistant Superintendent for Business and/or the Supervisor of Buildings and Grounds.

CUSTODIAN SALARY GUIDE

	<u>1991-92</u>	<u>1992-93</u>
1	21,905	23,510
2	22,405	24,010
3	22,905	24,510
4	23,405	25,010
5	24,005	25,510
6	25,005	26,510
7	26,380	28,010
8	28,105	29,810
OG1	30,730	32,310
OG2	32,330	33,890
OG3	35,005	36,570

Differential Added to Salary Guide

	<u>1991-92</u>	<u>1992-93</u>
Night Custodian	600	600
Night Supervisor	800	800
Head Elementary School	1,500	1,500
Head Middle School	1,750	1,750
Head High School	2,150	2,150
Stipend for Black Sea? License	400	400

The Board of Education will provide \$40. per year for the renewal of work-related licenses held by maintenance and custodial personnel.

ARTICLE III: SALARIES (Continued)

LONGEVITY PAYMENTS

Longevity payments are as follows:

<u>Years of Service</u> <u>(in the district)</u>	<u>1991-92</u>	<u>192-93</u>
20 years	1,400	1,500
25 years	1,900	2,000

1991-92

20 years means an employee must have 19 years 6 months of service (must be hired by December 31, 1971).

25 years means an employee must have 24 years 6 months of service (must be hired by December 31, 1966).

1992-93

20 years means an employee must have 19 years 6 months of service (must be hired by December 31, 1972).

25 years means an employee must have 24 years 6 months of service (must be hired by December 31, 1967).

The dates of hire will change with each contract year in the same manner as other dates in the contract change to reflect the current agreement.

SALARIES

- I. Employees shall be paid in twenty-four (24) equal semi-monthly installments.
 - A. When a payday falls on or during a school holiday, bank holiday, vacation or weekend, employees shall receive their pay check on the last previous working day.
 - B. Employees shall receive their June check and the pay schedule for the following year on the last day of teacher attendance in June.
 - C. Employees may individually elect to have 10%, 15% or 20% of their monthly salary deducted from their pay. It shall be placed in an interest bearing savings account in a local bank in the employee's name. These funds shall be payable to the employee's estate or made available to the employee through the savings account.
 - D. Employees on night shift shall receive their pay check one day earlier.
 - E. Overtime hours shall be enumerated on the pay stubs. Hourly and overtime rate shall be printed as soon as practical.

ARTICLE IV: SALARY DEDUCTIONS

I. REPRESENTATION FEE

- A. The Board and the Association agree that the Association is authorized to collect a representation fee from non-members, equal to 85% of the United Professional dues, through APD.
- B. The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes.
- C. The Association indemnifies and holds the Livingston Board of Education harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the Livingston Board of Education in conformance with these provisions.
- D. The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.
- E. If the Association so requests, in writing, the Board will surrender to it the full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in the preparation of said defense.
- F. The Board may monitor the defense by the Association.

II. DUES DEDUCTIONS

- A. The Board agrees to deduct monthly United Association dues and for those employees requesting it, Tax Deferred Annuity Funds.

ARTICLE V: EMPLOYMENT PRACTICES

- I. A custodian who has been substituting in a higher paying position will receive the higher pay for that position after ten (10) consecutive days in the more responsible position, retroactive to the first day in that position.
- II. No new employee shall work more than sixty (60) days in a probationary period without a contract.
- III. Any employee hired prior to March 1 shall be credited with a year's service in the district. Employees hired after March 1 will not be advanced on the salary schedule for the next year.
- IV. Employees shall earn paid vacation days according to the following schedule:

Less than a year, hired prior to December 1	-2 weeks
Hired after November 30, but prior to April 1	-1 week
Hired after March 31	-1 day per mo.-employed
1 - 6 years	-2 weeks
7 -15 years	-3 weeks
Over 15 years	-4 weeks
- V. Employees shall receive the following paid holidays:

July 4 (to be celebrated either on the previous or following work day)
Labor Day
Good Friday
Memorial Day
NJEA Convention Days
Rosh Hashanah
Yom Kippur

Thanksgiving Holidays, Christmas Holidays and New Year's Holidays shall follow Board approved calendar.
- Seven Days off in lieu of:

Columbus Day, General Election Day, Veterans' Day, Martin Luther King's Birthday, Washington's Birthday, Lincoln's Birthday, and one additional day.
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- VI. The normal daily shift shall be eight and one-half (8½) hours with a one-half hour (½) meal break and two fifteen (15) minute breaks. The specific mealtimes and specific break times are to be determined by members of the unit and must be the same for all employees. All breaks shall be duty free except in the case of an emergency.

Work Hours When School is Not in Session

When school is not in session, unit members shall be allowed to work a 7 a.m. - 3:30 p.m. shift. In buildings where other employees' workshifts end after 3:30 p.m., one custodian per building shall be assigned to work 8 a.m. - 4:30 p.m.

Overtime:

Overtime shall be paid at the rate of one and one-half (1½) times the employees' regular hourly wage after 40 hours per week. If a vacation day or holiday intervenes, the employee shall be given credit toward the 40-hour week for the vacation day or holiday. Credit shall not be given for sick days or contingency days.

Overtime for Holidays:

Employees working on holidays shall be paid the overtime rate of 2 times their regular hourly rate of pay.

Under the provisions of this article, the following days are considered holidays:

- July 4
- Labor Day
- Thanksgiving Holidays
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Good Friday
- Memorial Day

Special Projects:

The Board of Education shall post a notice of special project work to be done when school is scheduled to be closed (excluding emergency closings) for which employees may apply. The rate of pay shall be 1½ times the employee's regular hourly wage.

Coverage for Custodian Absences:

The assignment of maintenance workers covering for each separate absence of custodial workers shall be rotated. The rotation may be interrupted when specific maintenance services, i.e., plumbing or electrical, are needed.

- VI. On four (4) hour student session days, the night shift shall begin working at 12:30 p.m. and work the regular number of hours. When school is closed on account of weather, employees may leave work with no loss of pay after their emergency related work is finished. Employees who remain shall be given compensatory time.
- VII. In the event of a reduction in force (RIF) seniority in the district as calculated from the first day of employment shall be considered as one of the criteria for determining the order of lay-off. Other relevant criteria considered shall be rules, regulations and administrative directives as well as the needs of the school district.
- VIII. JOB SECURITY CLAUSE
It is the intent of the Livingston Board of Education to employ all regular contractual custodians for the years 1989-91 providing they have received satisfactory evaluations. This job security clause does not preclude the Board's right to reduce the custodial force because of declining enrollment or to dismiss a custodian for just cause.

EVALUATION PROCEDURES

1. Employees who are under contract shall be evaluated by persons determined by the Superintendent of Schools at least once each work year. Evaluations shall be completed by March 15.
2. All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria shall be developed jointly between the Board and Association. A copy of the forms and procedures will be given to each employee in advance.
3. Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by at least two (2) evaluators. Their names shall be given to each employee prior to any observations.

EVALUATION PROCEOURES

4. A mid-year conference shall be held no later than December 31. The employee and the appropriate administrator/supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor and a copy given to the employee within ten (10) working days. The report shall contain the items discussed.
5. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee, be subject to the grievance procedure.
6. Current procedures shall remain in effect for the duration of this agreement; any changes in procedures shall be mutually agreed upon.

ARTICLE VI: HEALTH INSURANCE

I. ELIGIBILITY

- A. All regular employees who work at least twenty (20) hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.
- B. Employees contracted for ten or more months each year shall be eligible for twelve months' benefit coverage under this policy. Employees contracted for less than a ten-month period shall be eligible for benefits for only those months in which they work, providing they work 50% or more of the contract year normal for their classification, and at least twenty (20) hours each week.
- C. Employees on approved leave, i.e., medical, maternity, child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board of Education for the period of one year only from the date of the leave.
- D. Health and Dental benefits for employees on leave of absence without pay and for retirees are to be made available by the Board consistent with law and regulations. Premiums for such coverage to be paid by employee or retirees contributions.

II. BENEFITS

- A. The Board agrees to pay Connecticut General or an approved health maintenance organization (HMO) for the contractual year, the cost of medical-surgical insurance for all employees covered by the agreement; these Board paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, with the surgical expense benefit of \$14.00 per unit for surgical procedures other than those listed under the heading maternity, \$14.00 per unit for those listed under maternity, and "Rider J" type coverage, and major medical coverage to \$1,000,000. The premium cost paid by the Board to an HMO will not exceed the premium cost paid by the Board to Connecticut General.
- B. The Board agrees to pay Connecticut General for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall include the coverage listed in the present Plan.
- C. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

- D. The Master Contract with Connecticut General will be modified to reflect the following changes.

Effective January, 1992, a Mandatory Second Surgical Opinion provision will be added to the contract with Connecticut General and will contain the following:

1. The second opinion will be paid for by Connecticut General.
2. No reduction of benefits will occur if the individual does not agree with the second opinion.
3. Choice of doctor for second opinion is determined in consultation with Connecticut General.
4. Specific list of procedures for second opinion:

Coronary Bypass, reconstruction of the hip, surgery of the big toe to correct deformity, removal of uterus (hysterectomy), surgery of the back, removal of knee cartilage, dilation and curettage, cataract removal, surgical removal of hemorrhoids, removal of prostate, removal of gall bladder, bone surgery of the foot, removal of all or part of the kneecap, surgical reconstruction of the nose, surgery of the tendon sheath (wrist only), removal of tonsils and/or adenoids, surgery of the breast-not biopsy, hernia repair, varicose vein surgery.

When performed on an elective non-emergency basis, the total surgical benefit will be reduced by 50% if a second opinion is not obtained prior to the surgery.

The medical surgical deductibles will be increased as follows:

1. Individual deductible will be increased from \$100. to \$200.
2. Family deductible will be increased from \$200. to \$400.

- E. For those benefits not specified in paragraphs "A", "B", "C" and "D" Section II of this article, the Board shall maintain for this Agreement all benefits identical to those included in the master policies held by the Board and in force for the 1988-1991 Agreement. No additional riders or basic coverage is to be included beyond those specified above.

ARTICLE VII: SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

- A. Twelve (12) days of absence per year shall be allowed for personal illness, without pay deduction, for 10-month employees; fourteen (14) days per year shall be allowed for personal illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit.
- B. Absences beyond leave provided for in "I" will be deducted on the basis of one-quarter day's pay for as many days as were accumulated up to the end of the previous fiscal year subject to approval of the Livingston Board of Education on recommendation of the Superintendent.
- C. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the Superintendent.
- D. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- E. In Workers' Compensation cases, whenever any employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

II. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III. CONTINGENCY

Contingency absence may be approved without pay deductions as follows:

- A. By applicant submitting a request on the special form provided by the administrator to whom he/she is responsible, prior to the occurrence of the absence, if possible. If the request is not specifically provided for in "1" through "9" below, then "miscellaneous" should be checked and an explanation may be required by the Superintendent.
- B. Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employees' accumulation of days for separation pay upon termination of employment (See Article XII). Days accumulated under this provision are irretrievable for any purposes other than separation pay.
- C. Absences under this category include:
 1. Urgent personal family business which can only be transacted during the time that school is in session, warranting absence from duty.
 2. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two weeks in advance.
 3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.

4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with emphasis, as a deciding factor on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board of Education.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse, or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the Superintendent.

IV. BEREAVEMENT ABSENCES (no charge)

- A. Five (5) days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household.
- B. One (1) day per occurrence - death of other relative.
- C. If such days referred to in "A" and "B" prove inadequate for an employee, the Superintendent may accord appropriate relief.

ARTICLE VIII: MATERNITY AND CHILD CARE LEAVES

I. MATERNITY LEAVE

A. Definition

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

B. Options: (Articles VII, VIII)

1. Under VII a pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. Under VIII separate and distinct procedures are provided which the employee may ultimately choose to elect.

C. Application/Duration

1. Application for leave shall be made, in writing, to the Superintendent no later than sixty days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the Superintendent and employee.

D. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston School System, at the appropriate step on the salary schedule.

E. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board of Education, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

II. CHILD CARE LEAVE

A. Definition

Child-care leave is for the purpose of care for a natural or an adopted child.

B. Application/Duration

1. Application shall be made, in writing, to the superintendant shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
2. Application for child care leave shall be considered by the administration and the Board of Education on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the superintendant and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier if necessary, in order to fulfill the requirements for adoption.

C. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston School System, on the appropriate step on the salary schedule.

D. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board of Education, for permission to return to the position for which the employee qualifies, prior to the termination of the period for which leave was granted.

E. Application for Extension

An employee may apply for and be granted by the Board, upon recommendation by the superintendant, an extension of a child care leave.

ARTICLE IX: UNIFORMS

- I. The Livingston Board of Education will furnish four (4) sets of uniforms annually. All custodians must wear their uniforms every day. All custodians will be issued raincoats. All items must be signed out when received.
- II. The Board shall provide each worker with a double insulated winter jacket every two years. The Board shall provide one set of foul weather gear in each building for the use of the head custodian and foul weather gear for maintenance personnel as necessary.
- III. Employees shall be reimbursed up to one hundred and fifty (150) dollars annually for two pair of safety shoes (\$75. each) when a receipt for the purchase is presented to the Board. A store shall be designated where employees may charge the purchase to the Board of Education.
- IV. Coveralls will be provided for all employees when necessary.

ARTICLE X: SUPERINTENDENT/DESIGNEE-LCA LIAISON

- I. The purpose of this meeting is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.
- II. These meetings shall be scheduled on a quarterly basis. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- III. A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides within one day prior to the meeting. All items on the agenda will be discussed. If there is nothing to discuss, the meeting shall be cancelled by mutual agreement.
- IV. The members attending these conferences shall be made up of no more than six representatives as designated by the LCA president and no more than six representatives as designated by the Superintendent. This liaison meeting shall in no way deny an individual's rights to process a grievance, nor shall it be construed to be part of the negotiations procedure.

ARTICLE XI: TUITION REIMBURSEMENT

1. The Board will provide \$1500 for the payment of courses designed to assist the custodians of Livingston in the advancement of their professional skills. The custodian with the Superintendent/designee will work out courses to be taken for stipend credit on an individual basis. Payment to individual custodians will be made upon presentation of proof of successful completion of courses which have been approved, in advance, by the Superintendent/designee with a copy to the custodian and a file copy. Successful completion shall be interpreted as an earned passing grade. Distribution of the \$1500 tuition fund shall be for approved courses on a first-come first-served basis and with exceptions at the discretion of the Superintendent. Maximum payment for an approved course will be \$350. However, if funds permit, custodians may take additional courses for payment on first-come first-served basis. For the successful completion of the first two sets of eight credits as described above, the custodian will receive a stipend of \$160 to be added to his base salary. For the third and successive sets of credits, a stipend of \$170 will be added to his base salary. Proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the October Board of Education regular public meeting. If change in status is achieved during the school year, proof must be submitted in time to be presented at the regular February Board of Education public meeting, and the higher rate of pay will become effective January 1 or February 1, depending on the beginning of the contracted employee's contract year.

REIMBURSEMENT FOR STUDY

- II. This program is designed for professional improvement and does not imply promotional opportunities. The tuition payment program begins on the effective date of this contract and is applied to courses completed before the last date of this contract, dates of which are in the article entitled, "Duration of Agreement."

- III. The Superintendent or his designee will submit a report to the Association President containing the following: the number of applications for reimbursement, the number of approved applications, and funds expended for reimbursement to date. These reports will be submitted by October 31 and March 31 of the year covered by the Agreement. A final report will be submitted to the Association President by July 31 for the year covered by this Agreement.

ARTICLE XII: SEPARATION PAY

I. ELIGIBILITY

All employees covered by the Agreement, after twelve years of continuous service in the district, shall be eligible for separation pay.

II. RATE

\$32.00 per day (for 1991-92 contract year) and \$35.00 per day (for 1992-93 contract year) for each unused accumulated sick and contingency day (without limit) at the time of leaving.

III. METHOD PAYMENT

Payments to be made either July 1 of the termination year or January 1 of the following year at the employee's discretion.

Monies will be paid to the employees' estate if death occurs while the employee is in service in the district.

IV. RESTRICTIONS

Payment will not be made if the employee is discharged for cause or terminates employment improperly.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

An employee is encouraged to resolve his grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

B. DEFINITION OF TERMS

1. Grievance: A grievance shall mean a complaint by an employee that there has been as to him a misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.

2. Employee: Said term shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.

3. Exclusions: However, the term "grievance" shall not apply to any matter for which (1) a method of review is prescribed by law or State Board rule; or wherein (2) The Board of Education is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

GRIEVANCE PROCEDURE

C. GENERAL PRINCIPLES

1. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of such participation.
2. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal day-time hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board of Education.
3. The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by two (2) officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given three (3) days in advance.
4. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.
5. This procedure generally provides for three stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated.

GRIEVANCE PROCEDURE

No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure therefore as outlined herein.

6. This grievance procedure and the administration hereof shall, in all respects, comply with the laws and statutes of the State of New Jersey and with Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration hereof in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

7. Determinations at the Stage II level may be made by the Deputy or Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such other personnel.

8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. STAGE I

An employee having a grievance shall present it in the first instance to his immediate superior within thirty (30) school days after the occurrence of or his awareness of the event or events giving rise to same.

GRIEVANCE PROCEDURE

The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his determination within five (5) working days from the date of this original presentation of the grievance. The determination will be in writing.

E. STAGE II

In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he shall file a written petition with the Superintendent of Schools. This petition shall be filed within fifteen (15) working days from the receipt of notice of the determination arrived at in Stage I, and he shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

The petition to be filed shall contain at least the following:

1. A brief description of the grievance and the essential facts relating thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.

GRIEVANCE PROCEDURE

3. The aggrieved's understanding of the Stage I determination.
4. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.
5. The signature of the aggrieved, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated herein.

Upon receipt of the petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his understanding of the following:

1. The nature of the grievance and the essential facts relating thereto and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
2. The dates upon which the Stage I proceeding was commenced and then determined.
3. The determination made at Stage I and the reasons therefor.
4. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by him was arrived at after hearing all pertinent statements in the matter.

Both the petition and the Stage I supervisor's answer thereto shall be made available to the parties concerned..

Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent shall then proceed to determine the matter, and he shall advise the parties of his determination within fifteen (15) working days from the date upon which the petition was first filed with him. His determination shall be in written form.

GRIEVANCE PROCEDURE

F. STAGE III

In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he shall file a petition to the Board within ten (10) working days from the receipt of notification of the Stage II determination, and he shall forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

The Board petition to be filed with the Board Secretary shall contain at least the following:

1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board Secretary.
2. The date upon which the aggrieved was informed of the Stage II determination.
3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
5. The signature of the aggrieved, which signature shall constitute a certification as hereinabove provided for.

GRIEVANCE PROCEDURE

Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of his findings and determination made at the Stage II level, if none has not been previously prepared, and he shall file the same with the Board and deliver a copy thereof to the aggrieved.

Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within fifteen (15) working days from the date of the filing of all papers or, in the case of a scheduled hearing, within fifteen (15) working days from the conclusion of the hearing.

The Board's determination may be rendered orally or in writing. However, if the same is rendered orally, it shall be in the presence of the parties and an accurate summary thereof shall be made available.

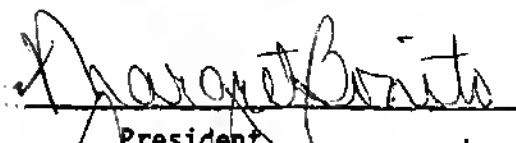
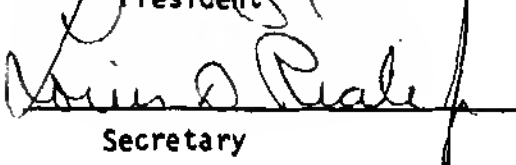
ARTICLE XIV: DURATION OF AGREEMENT

- I. THIS AGREEMENT, dated February 10, 1992 shall take effect July 1, 1991, and shall continue in full force and effect without change through June 30, 1993.

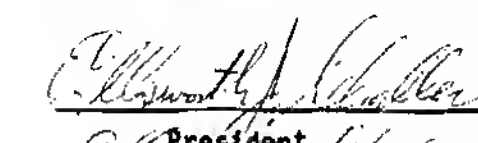
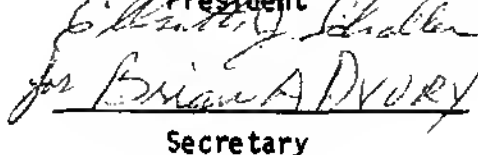
ARTICLE XV: ENTIRE UNDERSTANDING OF AGREEMENT

- I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided herein, and during the terms of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.
- II. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year aforesaid.

LIVINGSTON BOARD OF EDUCATION


President

Secretary

LIVINGSTON CUSTODIAL ASSOCIATION


President

Secretary